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REED SMITH SHAW & McCLAY

MAILING ADDRESS
P O BOX 2009
PITTSBURGH, PA 15230-2009

TELEX 277871 (RCA)
FAX 412-288-3063

MELLON SQUARE
435 SIXTH AVENUE
PITTSBURGH, PA 15219-1886

412-288-3131

16905
FEB 7 1991 -12:30 PM

A
WASHINGTON, DC
PHILADELPHIA, PA
HARRISBURG, PA
McLEAN, VA

WRITER'S DIRECT DIAL NUMBER
(412) 288-4112

INTERSTATE COMMERCE COMMISSION
February 6, 1991

Secretary
Interstate Commerce Commission
Washington, DC 20423

1-038A01C

Re: First Amendment to Lease

Dear Secretary:

Enclosed are an original and one copy (certified by a notary to be identical to the original) of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a First Amendment to Lease of Railroad Equipment, dated as of September 28, 1990. The primary document to which this is connected is recorded under Recordation No. 16905. We request that this First Amendment be cross-indexed.

The names and addresses of the parties to the document are as follows:

Lessee: Grand Trunk Western Railroad Company
1337 Brewery Park Boulevard
Detroit, MI 48207

Lessor: Meridian Trust Company
35 North 6th Street
Reading, PA 19601

A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person making this filing or to the undersigned at the above address.

FEB 7 12:15 PM '91

C. Quinlan
Aiden Cooney

REED SMITH SHAW & McCLAY

Secretary
Interstate Commerce Commission

-2-

February 6, 1991

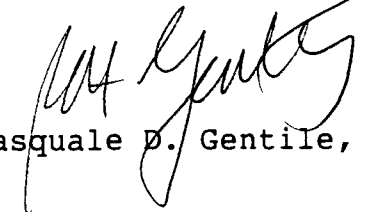
follows: A short summary of the document to appear in the index

First Amendment to Lease of Railroad Equipment dated September 28, 1990, amending Lease of Railroad Equipment dated as of June 1, 1990 between Grand Trunk Western Railroad Company (Lessee) and Meridian Trust Company (Lessor) recorded at No. 16905.

Very truly yours,

REED SMITH SHAW & McCLAY

By


Pasquale D. Gentile, Jr.

PDG,Jr.:jls

Enclosures

CERTIFICATE

REGISTRATION NO. 16905-A FILED 1425
FEB 7 1991 -12 30 PM
INTERSTATE COMMERCE COMMISSION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

I certify that I have compared the attached copy of
First Amendment to Lease of Railroad Equipment to the original and
have found it to be complete and identical in all respects to the
original document.

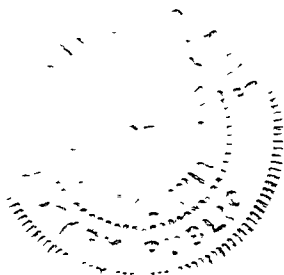
In witness whereof, I hereunto set my hand and official
seal.

February 6, 1991

Carol A. Soltes
Notary Public

NOTARIAL SEAL
CAROL A. SOLTES, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 23, 1992

Member, Pennsylvania Association of Notaries



16905
FEB 7 1991 - 12 30 PM
INSTRUMENT
COMMISSION

FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT

This FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT, dated as of September 28, 1990 (this "First Amendment"), is between MERIDIAN TRUST COMPANY, a Pennsylvania trust company, solely as trustee (the "Trustee" or the "Lessor") under the Amended and Restated Trust Agreement with BOT Financial & Leasing Corporation B-11, a Massachusetts corporation ("BOT") and Manubank Leasing Corporation, a Michigan corporation ("Manubank"), dated as of September 28, 1990 (the "Trust Agreement") and GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation (the "Lessee"), and amends the Lease of Railroad Equipment as of June 1, 1990 (the "Lease") between the Lessor and the Lessee (all capitalized terms used herein and not otherwise defined herein having their respective meanings as set forth in the Lease and Annex D to the Participation Agreement referred to below).

WITNESSETH:

WHEREAS, the Lessee, the Guarantor, the Trustee and Chase entered into a Participation Agreement dated as of June 1, 1990 (the "Original Participation Agreement") to provide for the equity investment by the Owner in the purchase price of the Equipment purchased by the Trustee on each Closing Date;

WHEREAS, BOT, Manubank and the Trustee, concurrently with the execution hereof, are entering into the Trust Agreement for the purpose of dividing the Trust Estate (as defined in the Trust Agreement) into the Locomotive Interests and the Boxcar Interests and of bifurcating the rights and obligations of the Owner in the Trust Estate between the Locomotive Interests and the Boxcar Interests, such that two separate and distinct beneficial interests under the Trust would be created and may be held by two entities under the Trust Agreement;

WHEREAS, the Lessee, the Trustee, BOT, Manubank and the Guarantor amended the Original Participation Agreement pursuant to the First Amendment to Participation Agreement dated as of September 28, 1990 (as so amended and as amended, supplemented or modified from time to time, the "Participation Agreement") to conform it to the Trust Agreement and to bifurcate the rights and obligations under the Participation Agreement according to whether such rights, benefits and obligations arise out of or relate to the Locomotive Interests or the Boxcar Interests, as the case may be, with the intention that the right, title and interest of the Owner under the Participation Agreement may be held by two different entities; and

WHEREAS, the parties desire to amend the Lease to conform it to the Trust Agreement and the Participation Agreement and to bifurcate the rights and obligations under the Lease according to whether such rights, benefits and obligations arise out of or relate to the Locomotive Interests or the Boxcar Interests, as the case may be, with the intention that the right, title and interest of the Owner under the Participation Agreement may be held by two different entities.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

1. Bifurcation of Lease. The Lease is hereby amended such that it shall operate as a separate lease of the Locomotives and the Boxcars, as the case may be, and, consequently: (a) all references to the "Equipment" or to a "Unit" shall be read to mean either the Locomotives or the Boxcars; (b) all references to Rent, Casualty Value and Termination Value shall be read to apply to either the Locomotives or the Boxcars; (c) all references to Schedule B to the Lease shall be read to mean Schedule B-1 (in the case of the Locomotives) or Schedule B-2 (in the case of the Boxcars), each of which is listed on Schedule B to the Lease, as appropriate; (d) all references to Schedule C to the Lease shall be read to mean Schedule C-1 or Schedule C-2, each of which is listed on Schedule C to the Lease, as appropriate; (e) all references to the Owner shall be read as meaning Manubank as the beneficial owner of the Locomotive Interests or BOT as the beneficial owner of the Boxcar Interests, as the case may be; (f) all terms, conditions and other provisions (including, without limitation, all Events of Default (as defined in Section 9), representations and warranties, covenants, indemnities, remedies, consents, amendments or waivers) shall be deemed to apply, and shall operate, separately and independently with respect to the Locomotive Interests or the Boxcar Interests, as the case may be; and (g) any party's exercise of its rights (including the granting of consents, waivers or modifications, or the exercise of remedies) or performance of its obligations under the Lease with respect to one Interest shall not affect the other Interest under the Documents. To the extent the Owner is obligated to pay expenses or other amounts under the Lease, such amounts shall be allocated to the Interest with respect to which such expenses were incurred, and if such expenses or other amounts are attributable to both Interests, then such expenses and amounts shall be allocated between the Interests based upon the respective Purchase Price for the Units included in each Interest. In addition, specific provisions of the Lease are amended as set forth below.

2. Amendment of Section 10. Section 10 of the Lease is hereby amended by deleting from the seventh line of the third paragraph thereof the phrase ".03098%" and inserting in its place the phrase ".03090%", in the case of the Locomotives, and .03084%, in the case of the Boxcars".

3. Amendment of Section 12. Section 12 of the Lease is hereby amended by deleting from the sixth line of the third paragraph thereof the phrase "the then Casualty Value of such Units plus 1.07%" and inserting in its place the phrase "46.99% of the Purchase Price of all Units then comprising each Series for which the option is being exercised".

4. Amendment of Section 13. Section 13 of the Lease is hereby amended by deleting from the fifth line of the second paragraph thereof the phrase ".03098%" and inserting in its place the phrase ".03090%", in the case of the Locomotives, and .03084%, in the case of the Boxcars".

5. Replacement of Schedule A. Schedule A to the Lease is hereby deleted in its entirety and replaced by Schedule A to this First Amendment.

6. Replacement of Schedule B. Schedule B to the Lease is hereby deleted in its entirety and replaced by Schedule B to this First Amendment.

7. Replacement of Schedule C. Schedule C is hereby deleted in its entirety and replaced by Schedule C to this First Amendment.

8. Replacement of Schedule D. Schedule D is hereby deleted in its entirety and replaced by Schedule D to this First Amendment.

9. Representations and Warranties. Each party hereto represents and warrants to each other party hereto that such party has duly and validly executed and delivered this First Amendment and this First Amendment constitutes such party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

10. Incorporation. This First Amendment shall be construed as one with the Lease, and the Lease shall, where the context requires, be read and construed throughout so as to incorporate this First Amendment.

11. Continuing Effect. This First Amendment does not cancel or extinguish the Lease. The parties expressly agree that

the Lease shall be modified only in respect of the matters referred to herein, and is otherwise in full force and effect.

12. Counterparts. This First Amendment may be executed in any number of counterparts and all of such counterparts, taken together, shall be deemed to constitute one and the same instrument.

13. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD
COMPANY

By: Bonnie M. Reyes
Title: Treasurer
Name: Bonnie M. Reyes

MERIDIAN TRUST COMPANY,
not in its individual capacity, but
solely as Trustee except as
expressly stated herein

By: _____
Title:
Name:

the Lease shall be modified only in respect of the matters referred to herein, and is otherwise in full force and effect.

12. Counterparts. This First Amendment may be executed in any number of counterparts and all of such counterparts, taken together, shall be deemed to constitute one and the same instrument.

13. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD
COMPANY

By: _____

Title: Treasurer

Name: Bonnie M. Reyes

MERIDIAN TRUST COMPANY,
not in its individual capacity, but
solely as Trustee except as
expressly stated herein

By: _____

Title: _____

Name: JAY T. BAUER
ACCOUNT OFFICER

LEASE OF RAILROAD EQUIPMENT
Schedule A - List of Equipment

<u>Quantity</u>	<u>Equipment Mechanical Designation</u>	<u>Description</u>	<u>Railroad Road Numbers **</u>	<u>Unit Cost (\$000's)</u>		
				<u>ADR</u>	<u>MACRS</u>	<u>TOTAL</u>
9 (E1) *	GP - 9	Rebuilt Diesel Electric Locomotives	GTW 4609 - 4617	\$75	\$375	\$450
8 (E2)	GP 38 - 2	Rebuilt Diesel Electric Locomotives	GTW 6221 - 6228	\$275	\$525	\$800
1 (E3)	GP 38 - 2	Rebuilt Diesel Electric Locomotives	GTW 5725	\$0	\$800	\$800
2 (E4)	GP 38	Rebuilt Diesel Electric Locomotives	CV 5800 - 5801	\$200	\$525	\$725
94 (E5)	A432	Rebuilt 50' 70 ton Cushion Underframe XL Boxcars	GTW 309300 - 309399	\$20	\$20	\$40
100 (E6)	A602	Rebuilt 60' 70 ton Cushion Underframe XP Boxcars	GTW 384100 - 384199	\$17.5	\$22.5	\$40

* - E designations used to tie Units to Closings in Schedule D.
 Builder's Specifications: See Attached Exhibits.
 Place of Delivery: E1-E4 Battle Creek, Michigan.
 E5-E6 Port Huron, Michigan.

** - Notwithstanding anything herein to the contrary, this Schedule A and the Lease to which it is attached will cover only those Units that are rebuilt by the Builder, delivered and settled for. After December 31, 1990, if necessary, this Schedule A will be amended (and a supplement will be filed with the Interstate Commerce Commission) to describe only those Units actually delivered to the Lessee pursuant to this Lease and to designate the particular Railroad Road Numbers thereof.

Schedule B - Basic Rent Schedule

Date	("Locomotives") Schedule B-1		("Boxcars") Schedule B-2	
	Percentage of <u>Purchase Price</u>	Advance/ <u>Arrears</u>	Percentage of <u>Purchase Price</u>	Advance/ <u>Arrears</u>
7/2/1991	6.27752102%	Arrears	3.96000000%	Arrears
1/2/1992	3.96000000%	Arrears	6.2046385%	Arrears
7/2/1992	5.88224850%	Arrears	3.8656872%	Arrears
1/2/1993	4.35527252%	Arrears	6.2989513%	Arrears
7/2/1993	3.94043402%	Arrears	3.7452407%	Arrears
1/2/1994	6.29708701%	Arrears	6.4193979%	Arrears
7/2/1994	3.82377969%	Arrears	3.6128698%	Arrears
1/2/1995	6.41374134%	Arrears	6.5517686%	Arrears
7/2/1995	3.69557661%	Arrears	3.4673945%	Arrears
1/2/1996	6.54194449%	Arrears	6.6972442%	Arrears
7/2/1996	3.55468134%	Arrears	3.3075169%	Arrears
1/2/1997	6.68283961%	Arrears	6.8571216%	Arrears
7/2/1997	10.23752102%	Arrears	7.2359836%	Arrears
1/2/1998	8.58717850%	Advance	2.9286549%	Arrears
7/2/1998	2.78784480%	Advance	11.2940428%	Arrears
1/2/1999	9.03218276%	Advance	10.2939588%	Advance
7/2/1999	3.48034299%	Advance	2.1294884%	Advance
1/2/2000	10.35145000%	Advance	10.7191469%	Advance
7/2/2000	2.16107575%	Advance	1.7043003%	Advance
1/2/2001	10.66605244%	Advance	11.1886207%	Advance
7/2/2001	1.84647331%	Advance	1.2348264%	Advance
1/2/2002	11.02763614%	Advance	11.7069930%	Advance
7/2/2002	1.48488961%	Advance	.7164541%	Advance
1/2/2003	11.52460189%	Advance	12.2793567%	Advance
7/2/2003	.98792386%	Advance	.1440905%	Advance
1/2/2004	12.07332953%	Advance	12.4234472%	Advance
7/2/2004	.43919622%	Advance	.00000000%	Advance
1/2/2005	12.51252567%	Advance	11.7490720%	Advance
7/2/2005	.00000000%	Advance	.6743751%	Advance
	<u>170.62535064%</u>		<u>169.4106426%</u>	
	=====		=====	

LEASE OF RAILROAD EQUIPMENT

Schedule C - Casualty Value Schedule

<u>Date</u>	("Locomotives") Schedule B-1 Percentage of <u>Purchase Price</u>	("Boxcars") Schedule B-2 Percentage of <u>Purchase Price</u>
January 2, 1991	105.66506670%	104.48035046%
July 2, 1991	104.89100109%	105.92793385%
January 2, 1992	106.09244979%	104.92640463%
July 2, 1992	105.18210553%	105.97299136%
January 2, 1993	105.52870890%	104.43866327%
July 2, 1993	106.14962223%	105.21489297%
January 2, 1994	104.31274086%	103.21506947%
July 2, 1994	104.75020740%	103.80695342%
January 2, 1995	102.53187891%	101.39430964%
July 2, 1995	102.83980550%	101.85899293%
January 2, 1996	100.23535422%	99.03210746%
July 2, 1996	100.41126204%	99.37462964%
January 2, 1997	97.38987279%	96.10529502%
July 2, 1997	90.61255857%	92.23950913%
January 2, 1998	93.71343171%	92.45827196%
July 2, 1998	87.96680966%	84.32355504%
January 2, 1999	88.06450104%	87.11676704%
July 2, 1999	81.65180710%	79.29969920%
January 2, 2000	80.79442799%	79.74012222%
July 2, 2000	72.74681644%	71.26929995%
January 2, 2001	72.95432034%	71.93096374%
July 2, 2001	64.29416478%	62.76781919%
January 2, 2002	64.53177864%	63.70379009%
July 2, 2002	55.21406785%	53.82030498%
January 2, 2003	55.56894532%	55.13301811%
July 2, 2003	45.53447133%	44.54575351%
January 2, 2004	46.20869804%	46.24311094%
July 2, 2004	35.43495284%	35.15628284%
January 2, 2005	36.97416082%	37.06115945%
July 2, 2005	25.99999988%	26.67437511%
January 2, 2006	26.00000000%	26.00000000%

LEASE OF RAILROAD EQUIPMENT

Schedule D - Schedule of Closings

<u>Assumed Closing Dates</u>	<u>Equipment Assumed To Be In Closing</u>	<u>Tax Allocation</u>		<u>Total Purchase Price</u>
		<u>ADR</u>	<u>MACRS</u>	
		----- (\$000's) -----		
June 27, 1990	4 E-1, 4 E-2 1 E-3, 1 E-4 94 E-5	\$3,480	\$6,805	\$10,285
September 27, 1990	2 E-1, 3 E-2	\$975	\$2,325	\$3,300
December 27, 1990	3 E-1 1 E-2 1 E-4, 100 E-6	<u>\$2,450</u> <u>\$6,905</u> =====	<u>\$4,425</u> <u>\$13,555</u> =====	<u>\$6,875</u> <u>\$20,460</u> =====

ACKNOWLEDGEMENT

STATE OF MICHIGAN

)

COUNTY OF WAYNE

)

On this 2nd day of January, 1991, before me, the undersigned Notary Public, duly commissioned and qualified within the State and County aforesaid, personally came and appeared Bonnie M. Keyser, who being by me duly sworn did say that she is Treasurer of Grand Trunk Western Railroad Company, a Michigan corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation by authority of its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Valerie A. Hurston
Notary Public
My Commission Expires: 3/8/93

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF BERKS)

On this 27th day of December, 1990, before me, the undersigned Notary Public, duly commissioned and qualified within the State and County aforesaid, personally came and appeared JAY T. BAUER who being by me duly sworn did say that he is a ACCOUNT OFFICER of Meridian Trust Company, a Pennsylvania trust company, and that the seal affixed to the foregoing instrument is the seal of said trust company by authority of its Board of Directors and that he acknowledged said instrument to be the free act and deed of said trust company.

Lucy Cortez
Notary Public
My Commission Expires:

